

II SHREE II
AGREEMENT FOR SALE

Market Value Rs.57,25,308/-
Consideration Amount Rs.77,00,000/-
Stamp Duty Rs. 3,85,000/-
Registration Fees Rs. 30,000/-

This Agreement for Sale made at Shahapur Sub-Registrar Office this 20th July 2022

M/s.Sankalp Developers a Partnership Firm having its registered office at Gurukrupa Vyapari Sankul, 1st floor, above Canara Bank. Vaitarna Road, Khardi (West), Taluka Shahpur, District Thane Pin 421301 **PAN No.-ACNFS4319P** (Hereinafter referred to as the "OWNER / DEVELOPER", (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators, business assigns, trustees, transferees etc.) Party of the First part

AND

1) MR.SHRADDHESH SANDESH RAUT Age : 21 years, Occupation : Service **PAN No.EMQPR6377R** & **2) MR. SANDESH RAVINDRA RAUT** Age : 52 years, Occupation : Service **PAN No.EMQPR6377R** & **3) MRS.PRAJAKTA SANDESH RAUT** Age : 47 years, Occupation : Service **PAN No.ATKPR9028C** Both Residing at – Meridian CHS, Room No.202 Alwans Road, Hiranandani Meadows, Apna Bazar, Thane – 400610 (**SANDESH RAVINDRA RAUT for Self & POA Holder For SHRADDHESH SANDESH RAUT**)

(Hereinafter for the sake of brevity referred to as THE PURCHASERS which expression shall, unless repugnant to the context be deemed to include his/ her heirs, executors, administrators and assignees) Party of the Second Part.

WHEREAS:

The Owner owns and is in possession of the land which has been detailed below. The Owner intends to develop the land into a gated community of developed plots. To be able to develop the property, the same have been converted to Non- Agricultural use and a layout of plots has been sanctioned by the ADTP & Collector of Thane vide N.A. Order dated 27 Oct 2015 Ref No. 5572/17/24/52. The project is spread over 110,300 sq.mtr. having 277 plots totally admeasuring 60517sq.mtr. is called 'ROYAL VILLAS' (Formerly known as 'Mount Amora') hereinafter referred to as the 'Said Project'

A.

DISCRIPTION OF THE PROPERTY

Village	New S.No.	Old S.No.	Area sq.mtr.
Pendhargol	61/1, 62(2b),	35/1, 35/1/2	38900
	219/1,	41/1,	
Birwadi	219/2/2, 232/7/2,	41/2/2, 552/7/2,	71400
	232/8,	552/8	
Total Area			110300

Location of property :-

The said properties are situated at Revenue village Pendharghol & Birwadi, in the Registration District of Thane, Sub District and Taluka Shahpur.

WHEREAS The Owner is absolutely seized and possessed of or otherwise well and sufficient entitled to ALL THAT PIECES AND PARCEL OF NON AGRICULTURAL Land

i.e. Land bearing **S.No.62/1(Old S.No.35/1), S.No.62/2B (Old S.No.35/2/2), was** situated at **Pendharghol**, Tal. Shahapur, Dist.Thane AND Property bearing S. No.219/1 (Old S.No.41/1), S. No.219/2/1(Old S.No.41/2/1), S. No. 219/2/2 (Old S.No.41/2/2),S. No.232/7/2(Old S.No.552/7/2), S. No. 232/8 (Old S.No.552/8), was situated at Birwadi, Tal. Shahapur, Dist.Thane in the Registration District Thane, within the limits of Talathi Saja Birwadi & within the limits of Sub-Registrar Shahapur, within the limits of Grampanchayat Birwadi and Atgaon, Tal. Shahapur, Dist. Thane and more particularly described in the Schedule “A” written hereunder (And for the sake of brevity, hereinafter referred to as “the said land ”)

AND WHEREAS that the land bearing S.No.62/1 was originally owned by Mr. Parshuram Pandurang Deharkarand then after Laxman Tukaram Tambade had purchased said land on dt.19/07/43 by Laxman Tukaram Tambade on dt.19/07/43 and sale deed executed and registered as per law AND than after Mr. Ragho Malu Dhapate was cultivated said land as a tenant therefore Mr. Ragho Malu Dhapate and Mr. Soma Ragho Dhapate are purchased said land on dt.06/11/60 and then after Ragho Malu Dhapate died on dt.20/10/63 and living his legal heirs behind Mr. Soma Ragho Dhapate, Paoshi Nago Thorat and then after Soma Ragho Dhapate died on dt.04/06/84 and living his legal heirs behind Mahadu soma dhapate, Mahadu Soma Dhapate, Kanti Malu Amale, Malu Jaitu Shende and Dwarkabai Soma Dhapateand then after Poshhi Nago Thorat died on dt.15/02/94 and living his legal heirs behind Mr. Anandi Budha Kambadi, Budhi Malu Bhagat, Tamibai Hema Ughade and Sanibai Mangal Singwe therefore all legal ownership rights are transfer in favor said all legal hairs and then after Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath

Shinde has purchased and acquires the said property from its owner Mahadu Soma Dhapate and others by and under registered Deed of Conveyance dated 22/06/2012, registered in the office of S.R.O., Shahapur at Doc. Sr.No.4847/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein as per sale permeation order No.2711/2512/case No.425/L-9 on dt.15/05/2012 AND **No. Masha/Karya-4/T- 1/Tenancy/SR-63/10 On dt. 22/06/2012** granted and issued by Collector Thane under section 36 & 36 A of MLR Code 1966 and then after Mr. Suresh Vithhal Gadekar has purchased and acquired the said property from its owner Mr. Naresh Parshuram Therani and Mr.Sunil Raghunath Shinde by and under registered Deed of Conveyance registered in the office of S.R.O., Shahapur at Doc. Sr.No.4851/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein and, therefore, the name of the Mr. Suresh Vithhal Gadekar has been mutated in the records of rights in respect of the said property.

AND WHEREAS That the land bearing S. No. 62/2B was originally owned by Mr. Krushnaji Govind Patwardhan and possessed by Mr. Budhya Rama More and Kalu Rama More and then after Agricultural Tribunal Shahapur has fixed purchase price and confirmed sale said land in favor of tenant Mr. Budhya More and Kalu More under BTAL Act and tenant has paid and deposited said Consideration amount and then after Kalu Rama More died about 1983 and living his legal heirs behind Mr. Budhya Rama More and than after Budhya Rama More died on dt.22/01/99 and leaving his legal heirs behind Sakharam Budhya More, Namadev Budhya More, Giraja Seema Ghagre, Manibai Kaluram Chaudhari and than after Namadev Budhya More died on dt.21/11/11 and leaving his legal heirs behind Sakharam Budhya, Girija Seema and Manibai Kaluram therefore all legal ownership rights are transfer in favor said all legal hairs and then after Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath Shinde has purchased and acquires the said property from its owner Sakharam Budha More and others by and under registered Deed of Conveyance dated 22/06/2012, registered in the office of S.R.O., Shahapur at Doc. Sr.No. 4848/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein as per sale permeation order No.2711/2295/case No.400/L-9 on dt.15/05/2012 AND **No.Masha/ Karya-4/T-4/Tenancy/SR-64/10 On dt.22/06/2012** granted and issued by Collector Thane under section 36 & 36 A of MLR Code 1966 and then after Mr. Suresh Vithhal Gadekar has purchased and acquired the said property from its owner Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath Shinde by and under registered Deed of Conveyance registered in the office of S.R.O., Shahapur at Doc. Sr.No.4851/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein and, therefore, the name of the Mr. Suresh Vithhal Gadekar has been mutated in the records of rights in respect of the said property.

AND WHEREAS That the land bearing S.No. 219/1 was originally owned by Ganapat Vithu Khade and possessed by Mr. Kamalu Amala and than after Mr. Ganpat Vithu Khade has died on dt.21/12/53 and he was leaving behind his legal hairs Mr. Dattatraya Vithu Khade and then after Agricultural Tribunal Shahapur has fixed purchase price and confirmed sale said land in favor of tenant Mr. Kamalu Amala vied Order No.21, on dt.30/09/64 under BTAL Act and tenant has paid and deposited said Consideration amount and then after Kamalu Vango Amala died on dt.11/12/72 and living his legal heirs behind Jethu Kamalu Amala, Mangalu Kamalu Amala, Mali Kamalu Amala, Bhiki Kamalu Amala and Somi Kamlu Amala and then after Mr. Jethu Kamalu Amala died on dt.25/11/09 and leaving his legal heirs behind Sangita Jethu, Baliram Jethu, Ravi Jethu, Rohini Jethu, Bebi Nilesh Dhapate, Sunita Jethu therefore all legal ownership rights are transfer in favor said all legal hairs and then after Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath Shinde has purchased and acquires the said property from its owner Mangalu Kamalu Amala and others by and under registered Deed of Conveyance dated 22/06/2012, registered in the office of S.R.O., Shahapur at Doc. Sr. No. 4849/2012, on dt. 23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein as per sale permeation order No.2711/2513/case No.422/L-9 on dt.15/05/2012 AND **No. Masha/Karya-4/T- 4/Tenancy/SR-65/10 On dt. 22/06/2012** granted and issued by Collector Thane under section 36 & 36 A of MLR Code 1966 and then after Mr. Suresh Vithhal Gadekar has purchased and acquired the said property from its owner Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath Shinde by and under registered Deed of Conveyance registered in the office of S.R.O., Shahapur at Doc. Sr.No.4850/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein and, therefore, the name of the Mr. Suresh Vithhal Gadekar has been mutated in the records of rights in respect of the said property.

AND WHEREAS that the land bearing S.No. 219/1/2 was originally owned by Ganapat Vithu Khade and possessed by Mr. Janu Bango and then after Mr. Ganpat Vithu Khade has died on dt.21/12/53 and he was leaving behind his legal hairs Mr. Dattatraya Vithu Khade and then after Agricultural Tribunal Shahapur has fixed purchase price and confirmed sale said land in favor of tenant Mr. Janu Bango Jadhav vied Order No. 26/28, on dt. 30/09/64 under BTAL Act and tenant has paid and deposited said Consideration amount and then after Janu Bango Jadhav died and living his legal heirs behind Tukaram Janu Jadhav and then after Mr. Tukaram Janu Jadhav died on dt.19/03/97 and living his legal heirs behind Alo Tukaram Jadhav, Mangali Laxman Dhapate, Tulashi Tukaram Jadhav but Mangali Dhapate also died therefore she leaving behind his legal hairs Pinti Laxman Dhapate therefore all legal ownership rights are transfer in favor said all legal hairs and then after Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath Shinde has purchased and acquired the said property from its owner Alo Tukaram Jadhav and others by and under registered Deed of Conveyance dated 22/06/2012, registered in the office of

S.R.O., Shahapur at Doc. Sr.No.4845/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein as per sale permeation order No.2711/2483/case No.424/L-9 on dt.07/06/2012 AND **No. Masha/Karya-4/T- 1/Tenancy/SR-67/10 On dt. 22/06/2012** granted and issued by Collector Thane under section 36 & 36 A of MLR Code 1966 and then after Mr. Suresh Vithhal Gadekar has purchased and acquires the said property from its owner Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath Shinde by and under registered Deed of Conveyance registered in the office of S.R.O., Shahapur at Doc. Sr.No.4850/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein and, therefore, the name of the Mr. Suresh Vithhal Gadekar has been mutated in the records of rights in respect of the said property.

AND WHEREAS That the land bearing S. No. 219/2/2 was originally owned by Ganapat Vithu Khade and possessed by Mr.Palo Rama Agiwaleand then after Mr. Ganpat Vithu Khade has died on dt.21/12/53 and he was leving behind his legal hairs Mr. Dattatraya Vithu Khade and than after Agricultural Tribunal Shahapur has fixed purchase price and confirmed sale said land in favor of tenant Mr. Palo Rama Agiwale vied Order No.19, on dt.01/10/64 under BTAL Act and tenant has paid and deposited said Consideration amount and then after Mr. Palo Rama Agiwale died and leaving his legal heirs behind Kababai Hari Are therefore all legal ownership rights are transfer in favor said legal hairs and then after Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath Shinde has purchased and acquires the said property from its owner Mrs. Kababai Hari Are by and under registered Deed of Conveyance dated 22/06/2012, registered in the office of S.R.O., Shahapur at Doc. Sr.No.4844/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein as per sale permeation order No.2711/2482/case No.423/L-9 on dt.07/06/2012 AND **No.Masha/Karya-4/T-1/Tenancy/SR-66/10 On dt.22/06/2012** granted and issued by Collector Thane under section 36 & 36 A of MLR Code 1966 and then after Mr. Suresh Vithhal Gadekar has purchased and acquires the said property from its owner Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath Shinde by and under registered Deed of Conveyance registered in the office of S.R.O., Shahapur at Doc. Sr.No.4850/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein and, therefore, the name of the Mr. Suresh Vithhal Gadekar has been mutated in the records of rights in respect of the said property.

AND WHEREAS That the land bearing S.No. 232/8 was originally owned by Ganapat Vithu Khade and possessed by Mr. Janu Bango and then after Mr. Ganpat Vithu Khade has died on dt.21/12/53 and he was leving behind his legal hairs Mr. Dattatraya Vithu Khade and then after Agricultural Tribunal Shahapur has fixed purchase price and confirmed sale said land in favor of tenant Mr. Janu Bango Jadhav vied Order No.26/28, on dt.30/09/64 under BTAL Act and tenant

has paid and deposited said Consideration amount and then after Janu Bango Jadhav died and leaving his legal heirs behind Tukaram Janu Jadhav and then after Mr. Tukaram Janu Jadhav died on dt.19/03/97 and living his legal heirs behind Alo Tukaram Jadhav, Mangali Laxman Dhapate, Tulashi Tukaram Jadhav but Mangali Dhapate also died therefore she leaving behind his legal heirs Pinti Laxman Dhapate therefore all legal ownership rights are transfer in favor said all legal heirs and then after Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath Shinde has purchased and acquires the said property from its owner Alo Tukaram Jadhav and others by and under registered Deed of Conveyance dated 22/06/2012, registered in the office of S.R.O., Shahapur at Doc. Sr.No.4845/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein as per sale permeation order No.2711/2483/case No.424/L-9 on dt.07/06/2012 AND No.Masha/Karya-4/T-1/Tenancy/SR-67/10 On dt.22/06/2012 granted and issued by Collector Thane under section 36 & 36 A of MLR Code 1966 and then after Mr. Suresh Vithhal Gadekar has purchased and acquires the said property from its owner Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath Shinde by and under registered Deed of Conveyance registered in the office of S.R.O., Shahapur at Doc. Sr.No.4850/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein and, therefore, the name of the Mr. Suresh Vithhal Gadekar has been mutated in the records of rights in respect of the said property.

AND WHEREAS That the land bearing S.No. 232/7/2 was originally owned by Vaman Hari Agnihotri and than after he died about 1945 and he was leaving behind his legal heirs Mr.Bhikaji, Laxman, Dattatraya & Shreekrushana and than after Agricultural Tribunal Shahapur has fixed purchase price and confirmed sale said land in favor of tenant Mr. Manga Ganga Dhapate vied Order No.184A, on dt.09/11/65 under BTAL Act and tenant has paid and deposited said Consideration amount and then after Manga Ganga Dhapate died and living his legal heirs behind Baban Manga Dhapate, Bebi Baban Thombre, Kalubai Kaluram Shinde, Namibai Manga Dhapate therefore all legal ownership rights fare transfer in favor said all legal heirs and then after Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath Shinde has purchased and acquires the said property from its owner Baban Manga Dhapate and others by and under registered Deed of Conveyance dated 22/06/2012, registered in the office of S.R.O., Shahapur at Doc. Sr.No.4846/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more particularly mentioned therein as per sale permeation order No.2711/2511/case No.421/L-9 on dt.07/06/2012 AND No.Masha/Karya-4/T-1/Tenancy/SR-66/10 On dt.22/06/2012 granted and issued by Collector Thane under section 36 & 36 A of MLR Code 1966 and then after Mr. Suresh Vithhal Gadekar has purchased and acquires the said property from its owner Mr. Naresh Parshuram Therani and Mr. Sunil Raghunath Shinde by and under registered Deed of Conveyance registered in the office of S.R.O., Shahapur at Doc. Sr.No.4850/2012, on dt.23/06/2012; for the consideration and upon the terms & conditions, more

particularly mentioned therein and, therefore, the name of the Mr. Suresh Vithhal Gadekar has been mutated in the records of rights in respect of the said property.

AND WHEREAS That the Developer has purchased the said land from Mr. Suresh Vithhal Gadekar vide registered sale deed dated **18/07/2017** registered in the office of sub registrar shahapur at serial no. **5592/2017**

WHEREAS Mr. Suresh Vithal Gadekar has taken the Non agricultural permission from the Collector Thane of No.Masha/Karya-4/T-1/Tenancy/SR-63/10 On dt.22/06/2012 No. Masha/ Karya-4/ T-4/ Tenancy/SR-64/10 On dt. 22/06/2012 No. Masha/ Karya-4/ T-4/Tenancy/ SR-65/10 On dt. 22/06/2012 No. Masha/ Karya-4/ T-1/Tenancy/ SR-67/10 On dt. 22/06/2012 No. Masha/ Karya-4/ T-1/ Tenancy/ SR-66/10 On dt. 22/06/2012 NA order received vide No.5592/17 on dt.27/10/2015 and Collector Thane has granted and sanctioned the change of use of said land to Non Agricultural Residence use.

AND WHEREAS That the ADTP Thane has approved lay-out plan vide order no. Rekhankan/Mau.Pendharghol, Birwadi/Tal-Shahapur/Thane on dt. 16/06/2014 and then after Mr. Suresh Vithhal Gadekar has completed the demarcation from T.I.L.R. Shahapur vide M.R.No.452/27/11/15 & 451/27/11/15

AND WHEREAS the said landed property is having clear and marketable title and accordingly the Developer has obtained the title certificate from their advocate.

A. TITLE CERTIFICATE :

The title of the Owner / Developer is duly verified through their Advocate Rajesh Tukaram Mhaskar and has certified that the title of the present owner is clean, clear and free from all encumbrance, with ample right of development of the said property, construction thereon and sale of the constructed Plots, as well as the entire subject matter property or any part thereof; The said title Certificate is annexed herewith as Annexure 'A'

B. EXCLUSIVE RIGHT TO SELL AND DEVELOP:

In the circumstances, the Owner has the exclusive right of plotting of the said land and or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owner has applied for, and is granted due registration under the provisions of the Real Estate Regulation and Development Act, 2017, and the same is attached hereto as Annexure 'F'. This project of 277 developed plots is named 'Royal Villas' (Previously known as 'Mount Amora')

- C. The land is not affected by any forest reservation, dam reservation, rehabilitation reservation or any other reservation and is capable of being developed.
- D. The land is being Developed as a plotting scheme offering Developed plots with electricity & water supply to each plot with fence and gate with an option for the purchaser to build a bungalow / villa on the developed plot. The FSI potential of each plot will be exploited by the individual plot owners. Each plot will have a separate 7/12 extract carrying the name of the purchaser.
- E. The Purchaser has approached the Developer and showed his / her willingness to purchase the non-agricultural **Plot No. 62/B/12** admeasuring **324.00 sq.mtr.** and Bungalow to be constructed thereon having constructed area around **1197.00 sq. ft. carpet** more particularly described in the Second Schedule hereunder written and hereinafter for brevity sake referred to as the **said Bungalow** for the total price or consideration of **Rs.77,00,000/- (Rupees Seventy Seven Lacks Only)**. which is exclusive of all taxes / levies / duties
- F. The parties hereto have decided to reduce into writing all the terms and conditions of the sale of the Said Plot.

NOW, THIS AGREEMENT WITNESSETH AND IT HAS BEEN AGREED BY AND

BETWEEN THE PARTIES AS UNDER:

- 1) That in pursuance of this Agreement and the consideration received herein (as mentioned herein under) the Developers hereby agreed to sell, transfer, convey and assure unto the Purchaser a Bungalow / Twin Villa having area **1197.00 sq.ft. (carpet)** to be constructed on and into non agricultural **Plot no.62/B/12 admeasuring 324.00 sq. mtrs.** in the said project, herein after for the brevity sake referred to as **Said Bungalow / Twin Villa** and more particularly described in the schedule herein under written. The construction of the Bungalow shall be as per plans, specifications and elevation sanctioned by the concerned authorities and agreed, accepted and approved by the Purchaser herein.
- 2) That the Purchaser has prior to the execution of this Agreement satisfied themselves about the title of the Developers to the said property and hereby confirms that they are satisfied with the Developers / Owners title to the said land.
 - i) That the Purchaser agrees to pay to the Developers the consideration amount of **Rs.77,00,000/- (Rupees Seventy Seven Lacks Only)** which is **exclusive** of all applicable taxes, levies, charges, Cost of obtaining permissions to construct from the Town Planning Department or any other competent authority, premiums payable to the Town Planning Department for FSI (If any), charges payable to Gram Panchayat or any

other Local Body for permissions to construct and any taxes /charges imposed and collected by them after completion of construction in the following manner:

- ii) Rs.1,50,000/- (Rupees One Lakhs Fifty Thousand Only) towards booking amount. Bearing Cheque No.313627 within AXIS Bank, Branch Manpada. Dated-30/03/2022.
- iii) Rs.8,50,000/- (Rupees Eight Lakhs Fifty Thousand Only) towards booking amount. Bearing Cheque No.313629 within AXIS Bank, Branch Manpada. Dated-08/04/2022.
- iv) Rs.5,00,000/- (Rupees Five lakhs Only) towards booking amount. Bearing Cheque No.361936 within AXIS Bank, Branch Manpada. Dated-15/09/2022.
- v) Rs.5,00,000/- (Rupees Five lakhs Only) towards booking amount. Bearing Cheque No.361938 within AXIS Bank, Branch Manpada. Dated-15/12/2022.
- vi) In addition to the Consideration, the Purchaser shall pay of the Balance **Rs.57,00,000/- (Rupees Fifty seven Lakhs Only)** which shall be paid proportionately with Bank Loan Process. It is agreed and accepted by the parties hereto that on and from the date of receipt of the last payment as mentioned hereinabove by the developer, the purchaser will be sole and absolute owner of the Bungalow having constructed area **1197.00 sq.ft (Carpet)** to be constructed on and into **Plot No. 62/B/12** having area **324.00 sq. mtrs.** and same shall be followed by executing Sale Deed in favor of purchasers.

3) That the time for the payment of the consideration amount and other amounts as per this Agreement shall be the essence of the contract. If the Purchasers default in payment of any of the installments due on their due date as aforesaid then without prejudice to the rights available under the Law, the Developers to treat such default as breach of this Agreement and at his sole discretion is entitled to cancel this Agreement after giving 7 days notice to the Purchaser. In case of default in the aforesaid payments, the Purchasers hereby undertake to pay interest at 18% per cent per annum on the amount which become due and payable by the Purchasers to the Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developers.

4) It is agreed and accepted by the parties hereto that in the event of any delay or default by the Purchasers in making payment of the balance consideration (as mentioned in clause no. 4 herein above) on the due date, the Developer shall be entitled to give seven days notice in writing to the Purchasers making time the essence of the contract and if the Purchaser fails to make payment within such notice period, then in that event at the sole discretion of the Developer this Agreement shall be terminated and on such termination the Developer shall forfeit a sum of **Rs.1,00,000/- (Rupees One Lakhs Only)** and return the balance amount received till the date of cancellation by the Developer . This amount will be returned after the plot has been resold

to a fresh buyer and provided the Purchasers shall execute Deed of Cancellation and/or such other document in respect of the said plot to and favor of developer or any person, body corporate as directed by developer.

5) Notwithstanding anything to the contrary herein contained, the Developers agrees to hand over the possession of the said premises to the Purchaser within 9 months commencing from the date of execution of this present provided always that the Purchasers shall have paid entire consideration amount and all taxes , levies, costs of construction permissions, Gram Panchayat Charges and any other chares due by the Purchasers to the Developers under this Agreement PROVIDED further that the Developers shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date (or any further date or dates agreed to by and between the parties hereto) if the completion of the said Bungalow is delayed on account of:-

- (a) non-availability of steel, cement, other building materials, water electric supply or labour;
- (b) war, civil commotion or Act of God;
- (c) any notice Order Rule Notification of the Government and/or other public or competent authority and/or the said Society and/or any other cause beyond the control of the Developers;
- (d) Force Majure or other causes beyond the control of the Developers including strikes by the workers, employees or labour of the Developers or its agents or the contractors or suppliers; Lock down ordered by the Government or local authorities due to an epidemic or pandemic
- (e) Any injunction or order which may be passed by a Court or a Statutory Authority as a result whereof, the construction activity on the said Plot or any part thereof cannot be proceeded with;
- (f) changes in any rules, regulation, bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project;
- (g) or delay in grant of any NOC/permission/license/connection for installation of any services, such as electricity and water connections and meters to the project/Bungalow/road/NOC or completion certificate from the appropriate authorities.
- (h) Subject to situations mentioned in sub clauses (a) to (g) under clause 7, It is agreed and accepted by the parties hereto that if the possession of aforesaid bungalow is delayed after 9 months then the Developer will pay interest @ 18% per annum to the purchaser on the amount received by the Developer.

6) The Purchasers hereby declare and confirm that he/she/they will inspect the property and will ascertain that the construction of the said Bungalow is being carried out to his/her/it/their satisfaction.

7) Under no circumstances the Developers shall give the possession of the said premises to the Purchaser/s unless and until all payments required to be made under this Agreement by the Purchaser/s have been duly made to the Developers. As soon as the Bungalow is ready for possession and intimation thereof is given by the Developers to the Purchaser/s, the Purchaser/s shall pay the balance installments of the purchase price and all other amounts payable by the Purchaser within seven days of such notice served individually upon the Purchaser or put up at the some prominent place in the said Bungalow. Upon delivery of the possession of the said premises as aforesaid, the Purchaser/s shall be entitled to use and occupy the said premises without any hindrance in consonance with the provisions of the terms and conditions of this Agreement.

8) The Purchaser/s hereby agreed that in the event of any amount by way of premium or deposit to the Government or betterment charges or development tax or any other amounts or charges or taxes is payable to any body or authority for grant of any permission NOC/ license or connection or installation of any services or any other tax or statutory liability or payment of similar nature being demanded from the Developers, the same shall be reimbursed by the Purchaser/s to the Developers in proportion to the areas of the aforesaid premises agreed to be acquired by the Purchaser/s and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchaser/s. In addition to the consideration and other amounts payable by the Purchaser/s to the Developers herein under, the Purchaser/s shall be liable to pay to the Developers the sum calculated at the rate of and on the basis prescribed and payable or the consideration here under as and by way of GST payable to the Governments as prescribed before handing over the possession of the said premises as aforesaid. GST will be payable will be payable with every installment as detailed in clause 5 herein earlier.

9) That the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their rights, title and interest in the remaining part of the said Project on which the Bungalow is being constructed. PROVIDED that the Developers does not in any way affect or prejudice the rights hereby granted in favour of the Purchaser/s in respect of the said premises.

10) The Owners own land parcels adjacent to the said Project (hereinafter referred to as Future Development) access to which will be through the Said Project. The Purchaser/s hereby consent to giving right of way through the Future Development through the Said Project.

11) That the Bungalow Purchaser shall on or before taking the possession of the said Bungalow shall pay or keep deposited with the Developers the following amounts:

Rs. 20,000/- towards MSEB Charges

Rs. 13,560/- towards advance maintenance charges for 12 months.

Rs. 5,000/- towards Society Formation charges

The above amounts are exclusive of GST and the same will be levied wherever applicable as required by Law.

12) The Owner hereby represents and warrants to the Purchaser/s /Purchaser as follows:-

(a) The Owner has clear and marketable title with respect to the project land/Plot; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project: The Owner has also obtained the necessary N.A. permission from competent authority.

(b) The Owner has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time complete the development of the project;

(c) There are no encumbrances upon the project land or the Project

(d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report there are no prohibitory order on transfer of the plot.

(e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land shall be obtained by following due process of law and the Owner has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas;

(f) The Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;

(g) The Owner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Purchaser/s under this Agreement;

(h) The Owner confirms that the Owner is not restricted in any manner whatsoever from selling the said Plot to the Purchaser/s in the manner contemplated in this Agreement;

(i) The Owner has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities until the formation of a Cooperative Housing Society of purchasers in the said project.

13) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner in respect of the project land and/or the Project.

14) That the Purchaser for himself/herself/themselves with intention to bind all persons (into whose hands the premises may lawfully come) doth hereby covenants with the Developers as follows:

- a) To maintain the said Bungalow agreed to be sold under this Agreement at his/her/their own cost in good tenantable condition from the date the possession of the said Bungalow.
- b) To properly maintain the garden and parking area. The garden area shall be used exclusively as garden area and no temporary or any kind of structure/fittings shall be installed to directly and/or indirectly to cover the garden area.
- c) Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Bungalow in which the said Bungalow is situated or storing of which goods is objected to by the other Purchaser or local or other authority.
- d) To carry at his/her/their own cost all internal repairs to the said Bungalow and maintain the said Bungalow in the same conditions and order in which it was delivered by the Developers to the Bungalow Purchaser.
- e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Bungalow in the compound or any portion of the said plot of land and/or the said Bungalow
- f) To bear and pay in proportion all increases in local taxes, water charges outgoings and such other levies if any, which are imposed or levied by the concerned local authority and/or Government and/or other public authority, on account of change of the use of the said Bungalow by the Bungalow Purchaser or user for any purposes other than for residential purpose or for any other purpose or reason whatsoever.

15) Nothing contained in these present shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or upon the said land or and/or any part thereof and/or to the said property or any part thereof except the Plot on which the bungalow stands.

16) Open space No.1 admeasuring 3160 sq. mtrs. on which the club house structure has been built will remain the property of the Developer and will not be conveyed to co-operative society or association of owners which may be formed in future. The purchaser will have every right to use the club house and the facilities offered subject to payment of club membership fees. The purchaser hereby unconditionally consents to this arrangement.

17) The Amenity space in the village **Pendharghol** will remain the property of the Developer and will not be conveyed to co-operative society or association of owners which may be formed in future. The Developer is free to use the amenity space for any suitable legal purpose. The purchaser hereby unconditionally consents to this arrangement.

18) After the possession of the said Bungalow is handed over to the Purchaser, if any additions, alteration or modifications are required to be carried out to the said Bungalow by any statutory authority, the same shall be carried out by the Purchaser herein agreed to pay and other acquirers of the various premises etc. in the said Bungalow at their costs, expenses, risk and responsibilities and that the Developers shall not be liable or responsible for the same in any manner whatsoever.

19) That the Purchaser shall not have any claim save and except in respect of the premises hereby agreed to be sold to him/her/them. All the common spaces, recreation spaces etc. will be conveyed to the Cooperative Housing Society in which all owners will be members subject to exceptions made in clause 13 & 14 herein earlier and consented to by the purchaser.

20) The Owner shall on execution of registered agreement of sale by 51% purchasers form within the period of 3 months from handing over possession of the last unsold Plot of the concerned Purchaser, in of the said project, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the Owner of which all the purchasers of Plots shall be bound to become and be admitted as members.

21) The Purchaser/s of the Plots agreed to be sold hereunder and all the other purchasers of Plots in the said Land shall not have any right to make subdivision of the Plot and always subject to the applicable rules, regulations and bye-laws. Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

22) In case the Conveyance of common areas other than those mentioned in clause 13 & 14 herein earlier, is executed in favour of the Cooperative Housing Society before the disposal by the Owner of all the plots on the said Land, then in such case, the Owner shall join the Cooperative Housing Society as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Owner, the Cooperative Housing Society shall admit as members the Purchasers of such plots without charging any premium, transfer fees, or any other extra payment.

23) That the Developers shall in respect of any amount remaining unpaid by the Purchaser under this Agreement have first lien and charge on the said Bungalow agreed to be purchased by the Purchaser.

24) The entire project will be managed and maintained by the Cooperative Housing Society of the Owners. The management and maintenance will include but not limited to internal roads, gardens, street light, Electrical infrastructure, water supply infrastructure, open spaces etc. And the purchaser hereby binds himself/herself/themselves and any person under him/her/them to pay necessary maintenance charges towards the maintenance as may applicable and demanded by the Cooperative Society of Owners (hereinafter called the Society). The Society will

intimate in writing to the purchaser about payment of maintenance charges, upon receipt of such intimation the purchaser shall pay the maintenances charges within fifteen days from the date of such intimation. The Society may if necessary ask the Purchaser to pay Maintenance Charges in advance or as a onetime corpus which may be decided on a later date before the possession of the bungalow.

25) Considering the cost of maintenance involved, the maintenance charges will be minimum of Rs. 1/- per sq. ft of plot area. Till such time that the Cooperative Society of Owners is formed and becomes operational, the developer will be responsible for the maintenance of the project and will collect the maintenance charges from the plot owner after possession of the plot/villa.

26) That the Purchaser shall present this Agreement as well as the vesting documents at the proper registration office for registration within the time limit prescribed by the Registration Act and that the Developers or his legal representative/ authorized person/s will attend such office and admit the execution thereof. The stamp duty and registration charges including the Advocates fees shall be exclusively borne and paid by the Purchasers and that the Developers shall not be bound to contribute any amount towards the same.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS ON
THE FIRST DAY AND YEAR HEREINABOVE WRITTEN.**

FIRST SCHEDULE

Property bearing N.A. Plot No.62 Area 105 Sq. Mtr. Of situated at S.No.62/1(Old S.No.35/1), S. No.62/2B (Old S.No.35/2/2), was situated **at Pendharghol**, Tal. Shahapur, Dist. Thane AND Property bearing S.No.219/1(Old S.No.41/1), S.No.219/2/1(Old S.No.41/2/1), S.No.219/2/2 (Old S.No.41/2/2), S.No.232/7/2 (Old S.No.552/7/2), S.No.232/8 (Old S.No.552/8), **New Unique Survey No.62/B** was situated **at Pendharghol**, Tal. Shahapur, Dist. Thane and bounded as follows:

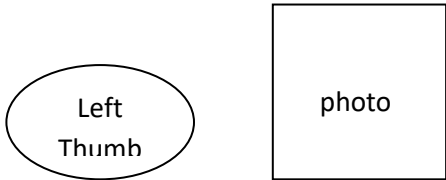
On or towards the East by	:	
On or towards the West by	:	Record of rights.
On or towards the North by	:	
On or towards the South by	:	

SEOND SCHEDULE
FULL DISCRIPTION OF THE BUNGALOW

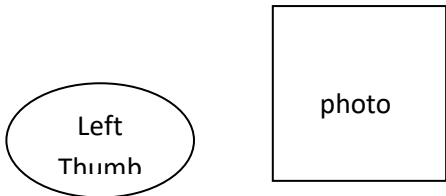
ALL THAT piece and parcel of Non agricultural Bungalow **bearing No.12** admeasuring area **1197.00 sq.ft. (Carpet)** on the **Plot No. 12** admeasuring area **324.00 sq.mtrs (3486 sq.ft.)** out of sanctioned Lay Out for S.No.62/1(Old S.No.35/1), S. No.62/2B (Old S.No.35/2/2) **New Unique Survey No.62/B/12** was situated **at Birwadi, Tal. Shahapur, Dist. Thane.**

On or towards the East by :
On or towards the West by : Record of rights.
On or towards the North by :
On or towards the South by :

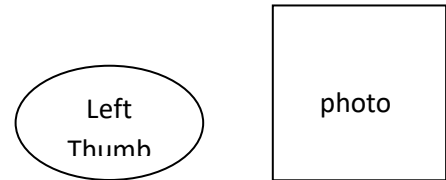
**SIGNED AND DELIVERED BY
THE WITHIN NAMED Purchaser**



**1) SHRADDHESH SANDESH RAUT
Through its POA Holder
SANDESH RAVINDRA RAUT**



2) SANDESH RAVINDRA RAUT



3) PRAJAKTA SANDESH RAUT

**SIGNED AND DELIVERED BY
THE WITHIN NAMED Promoter**

Left
Thumh

photo

M/s. Sankalp Developer through his
authority signatory and partner
Ganesh Pandurang Raut
(Authorized Signatory)

In the presence of WITNESSES:

1) Mr.
Age ____ Years
At-

photo

2) Mr.
Age ____ Years
At-

photo